

REQUEST FOR QUOTE & QUALIFICATIONS		LSU	BID DUE DATE AND TIME	
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL & MECHANICAL COLLEGE			01/25/2016	02:00 PM CT
SOLICITATION 000013859 VENDOR # VENDOR NAME AND ADDRESS <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			RETURN BID TO LOUISIANA STATE UNIV. PROCUREMENT OFFICE 213 THOMAS BOYD HALL Baton Rouge LA 70803 BUYER Jamie P. Maddie BUYER PHONE (225)578-7552 ISSUE DATE 01/13/2016	
TITLE: MOBILE APPLICATION DEVELOPMENT				

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Request for Quote and Qualifications

Mobile Application Development



Reference Solicitation Number: 13859

Issue Date: January 13, 2016

Proposals Due: January 25, 2016 2:00pm CT

Return Proposals To:

**Louisiana State University
Procurement Services
Attention: Jamie Maddie
213 Thomas Boyd Hall
Baton Rouge, LA 70803**

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1. GENERAL INFORMATION

1.1 PURPOSE

LSU Pennington Biomedical Research Center (LSU-PBRC or LSU) formally invites responses to this Request for Quote and Qualifications (RFQQ) for creation of an APPLICATION (APP) designed for use on both iPhone and Android devices. This APP will provide increased accessibility and improved smartphone function for use with the Army H.E.A.L.T.H. program that currently exists on a website with mobile access. The company selected must have experience in the following key component areas for the H.E.A.L.T.H. program:

1.1 PURPOSE

LSU Pennington Biomedical Research Center (LSU-PBRC) formally invites responses to this RFQQ for creation of an APPLICATION (APP) designed for use on both iPhone and Android devices. This APP will provide increased accessibility and improved smartphone function for use with the Army H.E.A.L.T.H. program that currently exists on a website with mobile access. The company selected must have experience in the following key component areas for the H.E.A.L.T.H. program:

1. Engineering projects that have specifically targeted the tracking, observation, and improvement of behaviors
2. Projects that encompass complex, interactive, behavior data and programs
3. Projects in educational environments
4. Projects that have integrated hardware and software
5. Projects that have managed complex backend behavioral data

These are key assets for maintenance of current grant funding, dissemination of results for the projects, as well as gaining new funding for follow-up on projects and other associated projects

1.2 Scope of Work

A. The awarded firm must be able to provide the following services:

- Must design and code all programs
- Must be available to consult on campus
- Must be available to meet with the Grant PI and her research team on a weekly basis. This includes all developers, designers, engineers, and any additional staff working on the project.
- Must have the capacity to make changes to the product "in the moment" if the project necessitates. This includes beyond regular business hours, so that ongoing data collection is not inhibited by programming. For scientific technology studies, it's imperative that technology remain available to participants around the clock. Lack of availability will inhibit research.
- Must be available to work with the Population Health Intervention programming team to integrate the product into Pennington Biomedical databases and servers.
- Must provide written documentation of needs and deliverables to establish a proper working relationship with the LSU-PBRC team and provide accountability for the deliverables.
- LSU-PBRC requires specific code restrictions and requirements that are best understood by working closely with the in house team to develop synergy in the development of the code that will ultimately become part of the LSU-PBRC programs. Consultant must work with the LSU-PBRC programming team to insure LSU-PBRC team can maintain the product after development.
- The consultant must follow rules and limitations of the LSU system/PBRC research protocols when developing the application. The consultant will work with the PBRC internal programming team to create methods consistent with what is approved. PBRC will develop the web component that will communicate with the consultant's mobile app.
- Must provide electronic documentation of everything prepared (i.e. code) for LSU-PBRC studies in order to keep things consistent and to assure the integrity of ongoing and future studies
- Must be capable of relating design and development analysis together for behavioral technology
- Must program back-end data collection and analysis for the research environment. Back-end data collection means that the programming group will be able to access data collected from users indirectly

through an external application, which is customary in research programming. Data collection on this “back-end” must be accurate and accessible at all times for research study purposes. Experience with back-end programming of data collection is mandatory.

- Must be compatible with the LSU Design, scope, and code an iPhone and Android application based on the existing Army H.E.A.L.T.H. program in the Behavior Technology Laboratory, at Pennington Biomedical
- Must work with Apple/Google for app submission.
- Must stick to hard deadlines and be held accountable to the deliverables
- Must provide mock-ups for Pennington Biomedical Research Center lab when necessary. Mock-ups will be requested at certain milestones as established in the scope documentation. Deliverables at these time points will be clearly defined.
- Must provide a prototype prior to full product
- Must provide a detailed scoping process with complete scope documents approved by the Grant PI prior to development commencing

B. Deliverables

- Project Scope Document - Scoping Period (2 months)
- End of Month 1 – Wireframe creation
- End of Month 2 – Initial Design completion
- Middle of Month 3 – 1st round of beta testing with initial working product
- Beginning of Month 4 – 2nd round of beta testing with initial working product
- Beginning of Month 5 – Design delivered
- End of Month 5 – 1st round of design beta testing
- Middle of Month 6 – 2nd round of design beta testing
- End of Month 6 – Prototyping phase
- Beginning of Month 7 – Soft launch
- End of Month 7 – Hard Launch
- Bug fixes - Continued Testing period with finishing touches based on user/PI feedback (3 months)

1.3 Minimum Qualifications

The Consultant must have at least five (5) years' experience developing and implementation of professional applications that interface with websites and mobile devices. Experience working with institutions of higher education and the public sector is preferred.

1.4 Period of Performance

The initial term of this agreement shall be for one year, commencing February 5, 2016. The term of this agreement may, if mutually agreed upon in writing, be extended by six (6) month increments for a total of two (2) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Jamie Maddie
Address	LSU Procurement 213 Thomas Boyd Hall

City, State, Zip Code	Baton Rouge, LA 70803
Phone Number	225-578-7552
E-Mail Address	jphil41@lsu.edu

Any other communication will be considered unofficial and non-binding on the LSU-PBRC. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Quote and Qualifications	January 13, 2016
Last date for proposer inquiries regarding RFQQ	January 19, 2016
Issue responses to questions posted to LaPAC by	January 20, 2016
Proposals Due	January 25, 2016
Announce "Apparent Successful Proposer" and send notification via e-mail to unsuccessful proposers by	February 3, 2016
Estimated Project Start Date	February 5, 2016

The LSU-PBRC reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposers must provide five (5) copies of the proposal to the RFQQ Coordinator at the address specified. One (1) copy of the proposal must be hard copy and contain original signatures. This copy will be retained for incorporation by reference in any contract resulting from this RFQQ.

The remaining four (4) copies must be submitted on four separate flash drives or CDs.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

RFQQ# 13859 Opening Date: January 25, 2016

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. The LSU-PBRC assumes no responsibility for delays caused by any delivery service. Delays due to the methods used to transmit the proposal including delay occasioned by the internal mailing system of the campus will be the responsibility of the Consultant. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties of delivery.

Late proposals will not be accepted and will be automatically disqualified from further consideration.

The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the LSU-PBRC and will not be returned.

2.4 Proprietary Information/Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the University.

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to any technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, Contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade

secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

LSU reserves the right to make any proposal, including proprietary information contained therein, available to LSU personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting LSU-PBRC in its evaluation of the proposal and the approval of the awarded Contract. LSU-PBRC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, revisions will be posted on LaPAC, LaPAC) website at <http://wwwsrch2.doa.louisiana.gov/osp/lapac/pubmain.asp>. Notice of an addendum should be sent via e-mail to advise that the addendum is available for download. It is the responsibility of proposers to check for any addendums. LSU-PBRC also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by LSU-PBRC from the due date for receipt of proposals.

2.7 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ.

LSU also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.8 MOST FAVORABLE TERMS

LSU reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. LSU does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful Bidder, LSU reserves the right to enter into contract negotiations with the apparent successful Bidder, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Consultant's entire proposal. The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

2.9 CONTRACT

The apparent successful Bidder will be expected to enter into a contract that is substantially the same as the sample contract attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. LSU will review requested exceptions and accept or reject the same at its sole discretion.

2.10 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Louisiana or LSU-PBRC to contract for services specified herein.

2.11 REJECTION OF PROPOSALS

LSU-PBRC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.12 INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, agents, representatives, or employees.

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage (including \$300,000 damages to rented premises), bodily injury (including \$10,000 Medical Expenses – Any One Person) and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate limit. This insurance coverage must not exclude coverage for sexual assault and/or sexual molestation with sub-limits not less than \$1,000,000 per occurrence.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01, or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Cyber Liability

Cyber Liability coverage including third party liability coverage for privacy breach and including coverage for notification and assistance as provided by Louisiana law with a minimum limit of \$1,000,000.

Excess Insurance

Excess Umbrella insurance may be used to meet the minimum requirements for liability insurance.

If the Contractor maintains higher limits than the minimums shown above, the University requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the University.

Other Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers are to be covered as additional insureds for both ongoing and completed operations on the Auto Liability and Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers (collectively "University"). Any insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The University reserves the right to request copies of subcontractor's Certificates at any time.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the University in accordance with policy provisions.

I. Waiver of Subrogation

Contractor hereby grants to the University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the University by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the University has received a waiver of subrogation endorsement from the insurer.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise acceptable to the University.

Verification of Coverage

Contractor shall furnish the University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.13 Ownership

All intellectual property (IP) including materials, applications, software that are developed by the consultant as a result of this RFQQ become the exclusive property of the University. Consultant may not patent, copyright, trademark, sell or otherwise profit from the development of said intellectual property except for the compensation agreed to by LSU for the development of the property. Consultant will convey all properties and rights to those properties to LSU at consultant's expense.

All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be delivered by Contractor to University, at Contractor's expense, at termination or expiration of this Contract.

3. PROPOSAL CONTENTS

The four major sections of the proposal are to be submitted in the order noted below:

1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ).
2. Technical Proposal. Submittals are to address the issues and concerns delineated in Section 1.2, in sufficient breadth and depth for LSU-PBRC to make an informed comparison among the applicants.
3. Management Proposal. Submittals are to contain information about the consultant and support staff who would work on the project, and include a list of all major LSU clients within the last five years for which the firm has provided similar services to those requested. Include the dates of the projects (begin/end), the results of the projects and the names, addresses and phone numbers of contacts for these projects.
4. Cost Proposal. The qualification packet must include fees, hourly rates for various incidental services, a fee schedule for related support services such as telephone, photocopying, etc. and reimbursable expenses, such as travel expenses.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the LSU-PBRC that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY) 35%

In the technical summary the consultant should provide *detailed* information regarding the company and services offered. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, experience developing software applications that integrate with websites and mobile devices.

The Proposed Approach must contain a comprehensive description of services including the following elements:

Project Approach – Include a complete description of the Consultant's proposed approach to developing and implementing an APP that will interface with iPhone and Android devices for the Army H.E.A.L.T.H. grant funded program. This section should convey that the Consultant understands the purpose and goals of the institution and the project as outlined in this RFQQ.

Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFQQ. Include any required involvement of the LSU-PBRC staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Project Schedule – Include a project schedule indicating when the elements of the work will be completed.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY) 30%

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm for personnel involved in performance of this contract. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Any staff substitution must have the prior approval of the LSU-PBRC.

B. References (SCORED/MANDATORY) (40 points)

1. List names, addresses, telephone numbers, fax numbers and e-mail addresses of five (5) business references for which similar work has been accomplished, of which three (3) should be in the area of higher education, and briefly describe the type of service provided. The Consultant must grant permission to the LSU-PBRC to contact the references. Do not include current LSU-PBRC staff as references. References will be contacted for the top-scoring proposal(s) only.
2. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses.

C. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the state of Louisiana during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Louisiana during the past 24 months, or is currently a Louisiana State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The LSU-PBRC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.4 COST PROPOSAL (SCORED/MANDATORY) 35%

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ.

A. Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Louisiana State sales tax, if applicable. Costs for subcontractors are to be broken out separately.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.2 EVALUATION AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 35%		85 points
Project Approach	20 points (maximum)	
Quality of Work Plan	20 points (maximum)	
Project Schedule	20 points (maximum)	
Project Deliverables	25 points (maximum)	
Management Proposal – 30%		60 points
Project Team Structure/Internal Controls	15 points (maximum)	
Staff Qualifications/Experience	20 points (maximum)	
Experience of the Consultant	25 points (maximum)	
Cost Proposal – 35%		55 points
Sub-Total		200 points
References [top-scoring proposer(s) only]	40 points (maximum)	_____ points
GRAND TOTAL FOR WRITTEN PROPOSAL		240 points

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

4.3 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, LSU will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A Contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Procurement Activities." If this date is not met, through no fault of LSU, LSU may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LSU will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

4.4 PROTEST PROCEDURE

All protests to a solicitation shall be filed in writing with the CPO no later than three business days prior to the response submission deadline.

All protests to the award of a contract shall be filed with the CPO no later than seven days after the issuance of the notification of award.

The CPO shall render a written decision regarding a protest within 14 days, excluding Saturdays, Sundays, and postal holidays after receipt of the protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

In the event of a timely protest relating to a solicitation or the award of a contract, university shall not proceed with the solicitation or the award of a contract unless the CPO makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the university.

Protest Bonds. Bonds may be required, and must have been included in the solicitation, when the university determines that the harm from delay of implementation of a contract could adversely affect the operations of the university. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in this procurement document.

Upon receipt of a protest, a protest review will be held by the LSU-PBRC. The LSU-PBRC Assistant Director of Procurement or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest.

5. RFQQ EXHIBITS

Exhibit A Certifications and Assurances
Exhibit B Sample Contract

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the LSU-PBRC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Louisiana whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the LSU-PBRC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the LSU-PBRC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the LSU-PBRC the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Note: If submitted electronically, include the following:

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Proposer

Print Name

Title

Date

SAMPLE CONTRACT**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE, PARISH OF EAST BATON ROUGE****CONSULTING SERVICES CONTRACT**

Be it known, that on this # day of Month 2015, the **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** (hereinafter sometimes referred to as the "University" or "LSU") and **Contractor Name; Address; City, State Zip**, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

WHEREAS, it is agreed that the services provided hereunder are procured under an agreement provided, in whole or in part, by the United States Government;

1. **SCOPE OF SERVICES:** Contractor hereby agrees to furnish the following services: See Appendix A, Scope of Services, attached hereto.

2. **PAYMENTS:** In consideration of the services described above, the University agrees to pay Contractor a maximum fee of **\$TOTAL AMOUNT**. Payment will be made on approval of (NAME OF PERSON APPROVING INVOICES). If progress and/or completion to the reasonable satisfaction of the University Department is obtained, payments are scheduled as follows: (PAYMENT SCHEDULE). One lump sum payment of \$ upon completion of services and receipt of approved invoice. Travel expenses will not be reimbursed to Contractor.

A. **Invoices should be sent to the following address: Attn: (Name of person approving invoices), Louisiana State University, (Department Address), Baton Rouge, LA 70803 or sent via email to Accounts Payable at aptravel@lsu.edu.**

3. **TERMINATION FOR CAUSE:** The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractors failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

4. **TERMINATION FOR CONVENIENCE:** The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5. **OWNERSHIP:** All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.

6. **TAXES:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation.

7. **NONASSIGNABILITY:** No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be

furnished promptly to the University.

8. AUDIT OF RECORDS: The State Legislative Auditor, federal auditors, and internal auditors of the state or others so entitled by the state or university shall have the right to inspect and audit all data and records of the contracting entity or any subcontractor of the contracting entity related to performance with respect to this agreement. The rights of inspection and audit shall commence as of the date of this agreement and shall continue for a period of five (5) years after project acceptance or as required by applicable state and federal law. The contracting entity and any subcontractor of the contracting entity shall maintain all books and records related to this agreement for the enumerated five (5) year period.

9. DISCRIMINATION CLAUSE: The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

10. TERMINATION FOR NON-APPROPRIATION OF FUNDS: The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. INFORMATION SECURITY: Contractor agrees to comply with all applicable laws, regulations, and University policies, including, but not limited to, PS-30 (Student Privacy Rights), PS-113 (Social Security Number Policy), PS-114 (Security of Computing Resources Policy) and the Louisiana Database Breach Notification Law [Act 499]). In addition, Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *protected information*, protect against any anticipated hazards or threats to the integrity or security of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience. Contractor also agrees that security breaches, or incidents shall be reported immediately to the University.

"Protected information" shall be defined as data or information that has been designated as private, protected, or confidential by law or by the University. Protected information includes, but is not limited to, employment records, medical records, student records, education records, personal financial records (or other individually identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the University.

12. ALTERATIONS: Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by University. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13. CONTRACTOR INDEMNIFICATION: Contractor hereto agrees to indemnify, defend and to hold LSU, its officers, directors, agents and employees (the "LSU Indemnified Parties") harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, including reasonable attorney's fees, relating to personal injury or damage to real or personal tangible property (the "Claims") to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of Contractor, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that

Contractor shall not be liable to LSU for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of LSU's willful act, fault, omission or negligence or that of its officers, directors, agents or employees.

14. LSU INDEMNIFICATION: LSU hereto agrees to indemnify, defend and to hold Contractor, its officers, directors, agents and employees (the "Contractor Indemnified Parties") harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, damages and costs, (including reasonable attorney's fees to the extent allowed by law), relating to personal injury or damage to real or personal tangible property (the "Claims") to the extent that such Claims arise out of or result from the willful act, fault, omission, or negligence of LSU, or that of its officers, directors, agents or employees, in performing its obligations under this agreement, provided, however, that LSU shall not be liable to Contractor for any consequential damages, including without limitation lost profits or lost revenues, or Claims arising out of Contractor's willful act, fault, omission or negligence or that of its officers, directors, agents or employees.

15. WORKERS COMPENSATION: In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

16. UNIVERSITY CONTACT: The University shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager for this Contract is identified below. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned University Project Manager shall be the principal point of contact on behalf of the University and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Project Manager:

Telephone: (225) 578-

Email address:

17. TERM OF CONTRACT: This Contract shall begin on BEGINNING DATE, and shall terminate on ENDING DATE.

18. JURISDICTION AND VENUE: The terms of this contract shall be interpreted under Louisiana law. Venue for any claims arising out of this contract is proper in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

19. ASSURANCES:

- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Contractor agrees to report any violations of these provisions to University.
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose to University any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. Contractor certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes;

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Accepted for: **Board of Supervisors of Louisiana
State University and Agricultural and Mechanical
College**

Sally McKechnie
Assistant Vice President for Procurement & Property
Management

Date
Accepted For: **CONTRACTOR**

By: _____
(Signature)

Print Name: _____

Title: _____

Date

